



ST. JOHN
THE BAPTIST PARISH



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
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[Signature] 87070

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AMENDMENT NO. 1
LAKE PONTCHARTRAIN SHORELINE PROTECTION PROJECT
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
HDR ENGINEERING, INC.

This Agreement is made and entered into on this 13th day of April, 2021, between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Jaclyn Hotard, **Parish President**, in accordance with the duly passed resolution of the St. John the Baptist Parish Council and **HDR Engineering, Inc. 5750 Johnston Street, Suite 105, Lafayette, LA**, represented by David Weston, **Vice President**, in accordance with the certificate of authority and/or corporate resolution attached hereto, (hereinafter referred to as "**Contractor**") under the following terms and conditions.

AMENDMENT

The "Amendment" Section of the original Agreement executed on December 10, 2019, provides that "This Agreement may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council."

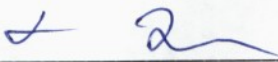
Accordingly, the parties hereby agree to exercise the option to amend the **Exhibit A: Scope of Work** and **Exhibit B: Fee Schedule**.

Except as set forth in this Amendment, all terms and conditions not addressed herein shall remain as stated in the original contract dated December 10, 2019.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 13th day of April 2021.

WITNESS :

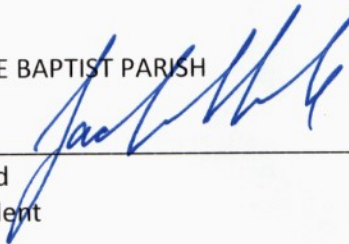


PARISH:

ST. JOHN THE BAPTIST PARISH

By: _____

Jaclyn Hotard
Parish President



WITNESS :



CONTRACTOR:

HDR ENGINEERING, INC.

By: _____

David Weston
Vice President

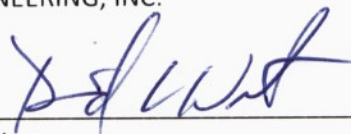


Exhibit A
Scope of Work

PROJECT DESCRIPTION

The **Engineer** will provide engineering and related services for the Lake Pontchartrain Shoreline Protection Project. A concept has been developed for a shoreline protection project for the western shoreline of Lake Pontchartrain in St. John the Baptist Parish to strengthen the existing shoreline and prevent shoreline retreat, in turn maintaining the existing land between Lake Pontchartrain and LaPlace as a storm surge buffer. The concept establishes proposed boundaries of the St. John/St. Charles Parish line and Ruddock, where the new breakwaters will tie-in to an existing shoreline protection structure in Tangipahoa Parish and any existing breakwaters and engineered shoreline features in St. John Parish. The project shall be designed to utilize all available funds for construction.

SERVICES

Timeframe: 2 years from Notice to Proceed (NTP).

The **Engineer** shall provide all basic services and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**.

More specifically, the **Engineer** will:

1. Provide all necessary engineering, design, modeling, survey, geotechnical investigation, permitting and related services required for the preparation of construction documents including plans, specifications and cost estimates.
2. Submit plans and specifications to United States Army Corps of Engineers, Louisiana Department of Natural Resources, and other appropriate agencies, if applicable, for approval.
3. Attend any project meetings as necessary to complete project successfully.

Following is a description of the scope of work required to complete each phase of services for the project:

TOPOGRAPHIC, BATHYMETRIC AND MAGNETOMETER SURVEY PHASE:

1. Conduct pre-construction topographic, bathymetric and magnetometer surveys of proposed shoreline protection.

GEOTECHNICAL INVESTIGATION PHASE:

1. Collect geotechnical borings to determine the conditions of the water bottom and soil column beneath the water bottom.
2. Analyze the soil conditions and provide recommendations for shoreline protection system foundation requirements.
3. Provide estimated settlement based on the proposed shoreline protection system.

4. Conduct geotechnical analysis of additional cross-section due to steep slope and deeper bathymetry found in the Northern Reach of the project and to assess breakwater and scour protection.

PERMITTING PHASE:

1. Prepare and submit all applications for the various permits to federal and state agencies, on an as-needed basis.
2. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
3. Any required permit extension will be included in this phase.

PRELIMINARY ENGINEERING PHASE:

1. Prepare preliminary engineering report which includes the following:
 - a. Purpose and Need for the Project
 - b. Summary of Existing Data and New Field Data Collection Plan
 - i. Topographic/Bathymetric Data
 - ii. Geotechnical Data
 - iii. Wind/Wave/Hydrodynamic Data
 - c. New Field Data
 - d. Development of Alternatives
 - e. Coastal engineering Analysis
 - i. Wave Modeling
 - ii. Shoreline Assessment
 - f. Evaluation of Alternatives
 - g. Recommendations
2. Prepare preliminary engineering plans which demonstrate the concept and layout of the proposed shoreline protection system. Submit 15% design which includes the preliminary engineering plans and preliminary engineering report including items a through d. The 15% design submittal will be due within three months of receipt of all survey and geotechnical information.
3. Submit 30% design which incorporates comments received on the 15% design submittal and items e through g. The 30% design submittal will also include a preliminary set of technical specifications and construction cost estimate outlining all items of work and current unit prices for these items. The 30% design submittal will be due within two months of receiving comments from St. John Parish on the 15% submittal.
4. A technical review meeting will be held at the 15% and 30% preliminary design submittal phases following review of the submittals by St. John the Baptist Parish.
5. Comments from the technical review meetings will be incorporated into the next design submittal phase.

FINAL ENGINEERING PHASE:

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 65%, 95% submittal and a 100% submittal.
3. The 65% and 95% design submittal will include all design sheets and technical specifications and an updated opinion of probable construction cost will be provided.
4. Following review of the 65% and 95% submittal by St. John the Baptist Parish, a technical review meeting will be held.

5. Comments from the technical review meetings will be incorporated into the next design submittal phase.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

BIDDING PHASE:

1. Assist **Parish** in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by **Parish** in the course of any negotiations with prospective contractors.
4. Consult with **Parish** as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
5. The **Engineer** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist **Parish** in evaluating Bids or proposals and in assembling and awarding contracts for the work.

CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The **Engineer** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
4. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to Director.
8. Prepare progress reports for the Director.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to Director.
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

RECORD DRAWINGS:

1. The **Engineer** shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACADD and PDF formats.

RESIDENT PROJECT REPRESENTATIVE:

1. Assign personnel acceptable to the Director.
2. Assist **Engineer** in observing progress and quality of the work.
3. RPR is Engineer's representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to **Engineer** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **Engineer**.
6. Conduct on site observations of Contractor's work in progress to assist **Engineer** in determining if the work is in general accordance with the contract documents.
7. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **Engineer**.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B
Pricing Schedule

The following budget is based on the scope of work as outlined in **Exhibit A**.

Compensation for Professional Services – for work associated with the basic services of this project which includes all lump sum tasks below, the estimated fee is based on the cost estimate of the project applied to Ordinance 05-16. Actual fees are negotiated as per Ordinance 05-16. For work associated with sub-consultant or supplemental services which includes all not to exceed tasks below, the fee is based on a not to exceed budget for these tasks. A breakdown of the total fee is detailed below.

Project Elements

Estimated Construction Cost: \$9,559,470

Engineering Fee % (Negotiated as per SJBP Standard Curve Ordinance 05-16): 5.56%

Total Basic Services Fee (See Breakdown Below): \$531,000

Preliminary Engineering Phase (Lump Sum): \$265,754

Final Engineering Phase (Lump Sum): \$125,693

Bidding (Lump Sum): \$20,174

Construction Administration (Lump Sum): \$110,059

Record Drawings (Lump Sum): \$9,320

Supplemental Services:

Topographic, Bathymetric and Magnetometer Survey (not to exceed): \$187,840

Geotechnical Investigation (lump sum): \$141,510

Permitting (not to exceed): \$29,979

Resident Project Representative (not to exceed): \$242,100

Total Supplemental Services Fees: \$601,429

Project Breakdown

Invoices for this project shall be submitted monthly and reflect the percentage of work completed for each task through the end of each month. The Parish shall pay invoices within thirty (30) days of receipt.

Pricing Schedule

The **Engineer** will be paid as per the St. John the Baptist Parish Code of Ordinances – Chapter II – Fees and Charges, Sec. 14-2. Administration.

(1) Engineer and resident inspection fees.

Basic Engineering Services Fee Curve	
Awarded Construction Cost	Basic Engineering Services Fee (percentage)
\$0—\$30,000.00	14.56
\$40,000.00	14.04
\$50,000.00	13.57
\$60,000.00	13.21
\$70,000.00	12.90
\$80,000.00	12.69
\$90,000.00	12.38
\$100,000.00	12.08
\$200,000.00	11.02
\$300,000.00	10.23
\$400,000.00	9.72
\$500,000.00	9.27
\$600,000.00	8.82
\$700,000.00	8.59
\$800,000.00	8.40
\$900,000.00	8.23
\$1,000,000.00	8.04
\$2,000,000.00	7.43
\$3,000,000.00	7.18
\$4,000,000.00	7.11
\$5,000,000.00	6.67
Over \$5,000,000.00	To be negotiated
Resident Project Representative Services	
Estimated Construction Cost	Service Fee (percentage)
\$100,000.00 or less	5.0
\$200,000.00	4.6
\$300,000.00	4.3
\$400,000.00	4.1
\$500,000.00	3.9
\$600,000.00	3.8
\$700,000.00	3.7
\$800,000.00	3.6
\$900,000.00	3.5
\$1,000,000.00	3.4
\$2,000,000.00	3.3
\$3,000,000.00	3.2
\$4,000,000.00	3.1
\$5,000,000.00	3.0
Over \$5,000,000.00	To be negotiated

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

"RESOLVED, that effective immediately, and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

. . . David C. Weston – Vice President . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED March 25, 2021.



Elizabeth C. Buell, Assistant Secretary

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-50

Mr. Madere proposed and Mr. Wright seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO
AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH HDR
ENGINEERING, INC. FOR THE LAKE PONTCHARTRAIN SHORELINE
PROTECTION PROJECT**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, this Amendment includes additional services needed to conduct geotechnical analysis of additional cross-section due to unforeseen conditions on the Northern Reach near Manchac and to assess breakwater and scour protection; and

WHEREAS, the cost of the Amendment is \$3,300 and will be funded by the GOMESA Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Amendment for the Professional Services Agreement between St. John the Baptist Parish and HDR Engineering, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None

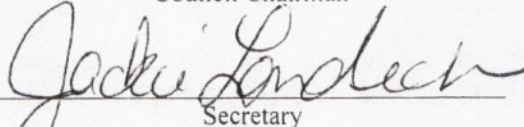
ABSTAIN: None

ABSENT: None

And, the resolution was declared adopted on this, the 13th day of April 2021.



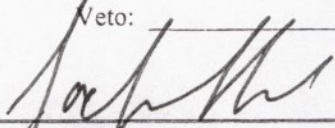
Council Chairman



Secretary

Approved: X

Veto: _____



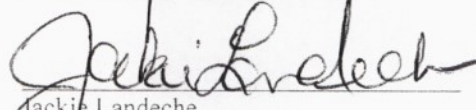
Parish President

* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 13th day of April 2021.

Signed at Laplace, Louisiana this 13 day of April 2021.


Jackie Landeche
Secretary

